## AN INTEROCEANIC CANAL

The Concession of the United States of Colombia to French Promoters.

IMPORTANT PRIVILEGES GRANTED.

The Canal To Be Neutral in All Respects and Under All Conditions.

FULL TEXT OF THE CONTRACT.

The result of recent explorations having been to demonstrate the practicability of connecting the Atand Pacific oceans by means of a ship canal scross the Isthmus of Panama, the government of the United States of Copromoting such a scheme, and in co-operation with the Civil International Society of the Interoceanic Canal has brought it forward in a definite form. The erms of the concession made by the Colombian government are given in full below. They embrace editions to govern the construction of extensive works and the occupation of a large area of the national territory for canal purposes during a period set forth in the instrument. Precautions are taken to render the canal a neutral channel, and its termin; ports free for yessels making the passage. The scheme is a very com-prehensive one and worthy of the attention of the

American peopla.

Eustorjio Salgar, Secretary of the Interior and Foreiga Relations of the United States of Colombia, daily authorized, on the one hand, and on the other, Luciano N. B. Wyse, chief of the smentific exploring expedition of the islb mus in 1876, 1877 and 1878, member and delegate of the Civil International Society of the Interoceanic Canal, presided over by General Eticune Torr, according to the power conferred on him in Paris, dated 27th and 29th October, 1877, which he amount of the conference o

there recognize to the power conterred on him in Farts, dated 2fth and 20th October, 1877, which he recognize the power conterred on him in Farts, dated 2fth and 20th October, 1877, which he recognized the recognized of the the recognized of

8. There is also conceded for the use of the canal a 8. There is also conceded for the use of the canal a strip of land 200 yards wide on either side and slong its whole extension, whatever that may be, but the proprietors of the banks will have the right to an easy access to the canal and its harbors, and slot to the use of the roads which the grantees may construct, without payment of any tell to the company.

9. Where the isnus through which the canal or the railroad may have to pass are private property, the grantees will have the right to demand that the expropriation shall be effected by the government after all the legal formalities have been fulfilled. The indemnity to be paid to the propriorors shall be at the charge of the grantees, and shall be based on the actual value of the lands. The grantees shall enjoy in this case and in that of temporary occupation of private property, all the lacuities and privileges which existing legislation confers on the nation.

10. The grantees may establish at their cost and exploit such telegraphic lines as they may deem useful as auxiliaries to the construction and working of the

canal.

ART. 2.—Within the term of twelve months, counted from the date on which the International tommission presents the deficite results of its studies, the grantees must deposit in the Lonien bank or banks which the initional executive power may designate the sum of 750 000t, as security for the execution of the work. The receipt which the mentioned banks may give will be necepted as good latth of the above mentioned engagement. The deposit will be made in bonds of the exterior Colombian debt, at the market price, on the day of delivery. It is agreed that should the grantees lose this deposit, in virtue of what is laid down in the second section of article 22 of the present confract, the sum referred to, with its interests, shall become integrally the property of the Colombian government. On the completion of the sans the sum deposited as security will go to the benefit of the treasury to indemnity for the outlay it may have made, or may make for the service of public offices.

ART. 3.—Should the course of the canal to be con-ART. 2.—Within the term of twelve months, counted

ART. 3.—Should the course of the capal to be con-

may have made, or may make for the service of public offices.

ART. 3.—Should the course of the canal to be constructed from ocean to ocean pass to the east and to the north of the ideal derectime which joins Cape Tiburon to the point called carachind, the granices shall smicably arrange with the Panama Railroad Company or pay it an indemnity, which shall be regulated according to the conditions had down by the law 50 of the 16th of August, 1867, "which approves the contract made on the 3th of July, 1857, supplanting that of the 15th of April, 1850, relating to the construction of a line of relifoad from one ocean to the other by way of the lathmus of Fanama."

In case the International Commission should select the Atrato or other water way at present navigable for one of the entrances to the canal, the canalized mouth shall be considered as one of the parts of the principal work and mantained in the same state as it. The flavial navigation of the upper part of the river, so lar as it has not for object the use of the canal, shall be open to commerce and tree from sill toil.

ART. 4.—In addition to the lands granied by paragraphs 7 and 8 of article 1 there shall be adjudged to, the granices and at their choice 16,000 nectares of unappropriated lands, wint the mines which they may contain. This adjudication shall be made directly by the national Executive power. The unappropriated lands situated on the coasis, on the banks of the canal cori rivers shall be divided as far as passible in alternate lots between the government and the company, containing, if the lands will permit it, a superficise of from one to two thousand headers. The survey shall be made at the control of the government commissioners. The unappropriated lands thus graniced with the intervention of the const of the granices as soon as demanded after the deposit of the security.

ART. 5.—The government of the Republic declares neutral lovever the powers at either extremity of the canal shall not be interrupted on this account, and the other; and i

others, and whose manifest aim is to take part in hostilities.

ART 7.—The grantees will have a right, during the existence of their concession, to make use of the existence of their concession, to make use of the existence of their concession, to make use of the existence of their concession, to make use of the existence of their concession, to make use of the parts of the canal, as well as the intervening ones, for anchorage, repairing of ship, the embarkation, storing and discharding of merchandise. The ports of the existence of the Republic. The said ports shall in consequence be open for importation from the beginning of the works and custom houses, and such guards as the government may judge convenient for the collection of duty on objects destined for other ports of the Republic and to prevent amuggling.

ART. 8.—The executive pawer shall lay down the necessary rules to protect its fiscal interests, to prevent amuggling, and shall appoint, at its ows expense, the number of men it may deem needly to perform this service. Ten of the indispensable employ 6s for this service shall be paid by the company, and their salaries shall not exceed those paid to men of the same category in the Customs of Harranquills. When necessary the company must transport gratuitously, by the canal or the auxiliary railroad, men destined to the service of the Unon and the police, with the object of securing exterior security or the preservation of public order. Should the company not have ships or tow boats it must pay the passage of these men across the isthmus. It will also be the duty of the company to pay the expenses occasioned by maintaining the public irore that may be judged necessary for the security of interoceanic transit.

ART. 2.—The grantees shall have a right to introduce Ireely, without payment of any import day, or other of any kind whatever, all have a right to interoceanic transit.

ART. 2.—The open parts of the canal. Ships bringing cargoes intended for this enterprise can enter freely any of the points which

warehouses which belong to pass through the canal must present their papers in port at the end where they arrive, their clearance papers and other sea papers prescribed by the laws and public treaties to enable a sbip to navigate freely. Ships which have not the said papers or refuse to present them can be detained, and will be proceeded against conformably the laws.

can be detained and they shall be proceeded against in conformity with the laws. The proceeding will be observed for damages they may have caused.

Art. 18.—It toe opening of the canal should be judged economically possible the grantees are authorized, under the immediate sanction of the Colombian government, to form a universal anonymous company within the time agreed upon, which shall undertake the completion of the work, adopting to this and all transitory financial dispositions which may be necessary. Having an essentially international and economical character, it is understood that it will be absolutely seperated from all political interference. The company shall take the name of 'The Universal company of the interoceanic Canal," its residence shall be fixed it Hogota, New York, Lendon or Paris, at the choice of the grantees; agencies can be established wherever considered necessary; its contracts, shares, bonds, obligations and values which belong to it can never be subjected by the Colombian government to any tax, whether of registry, emission, stamp or other analogous, on the sale, the transmission of senious and obligations, nor upon the interest produced by these values.

Arr, 19.—The company is authorized to reserve ten per cent of the shares emitted to form a share produced by these values.

Arr, 19.—The company is authorized to reserve ten per cent of the shares emitted to form a share produced by these values.

Arr, 20.—The company is authorized to reserve ten per cent of the shares emitted to form a share process of the enterprise. From the products of the enterprise the company shall take in the first piace all the expenses of conservation, operation and administration, and the quota which belongs to the government, as well as all stime necessary to assure the interests and the funding of the obligations and it possible the fixed interests of the snares; whatever remains shall form the net benefice, of which eightly per cent at least shall be divided among the shareholders.

Arr, 20.—The Colomb

them shall lose all rights they may acquire in the following cases:—

1. It within the stipulated time they fail to deposit the sum which is to secure the execution of the work.

2. If in the first year of the tweive conceded for the construction of the canal they fail to begin the work. In this care the company shall lose the sum deposited as guarantee, which shall go to the benefit of the Republic.

3. If at the end of the delay fixed by paragraph 5 of article 1 the canal is not navigante.

4. Should they volate the prescriptions of article 21.

5. Should the service of the canal be interrupted for more than six months unless unavoidable—in the cases second, third, fourth and fifth the Supreme Foderal Court shall decide whether the concession has lapsed or not.

Federal Court shall decide whether the Concession has lapsed or not.

ART. 23.—in all cases where a lapse is declared the un-propristed lands of which paragraphs 7 and 8 of article I speak and those conceded by article 4 which shall not have been slienated shall return to the domain of the Republic in the condition in which they may be and without any indemnity, as well as the edifices, materials, works and improvements which the grantees may hold in the canal and its annexes. The latter shall return their capital, ships, provisions and in general all movable property.

ART. 24.—Five years before the ninety-nine years of the concession have expired the national executive power shall appoint a commission, with the daty of examining the state of the canal and its annexes, and to exercise over this, with the knowledge of the company and its agents, an examination, in which shall be laid down, point by point, its condition, and point out the repairs that may be needed. This examination shall serve to establish the condition on which the canal and its annexes must be handed over to the unitional government on the day on which the concession now granted terminates.

ART. 25.—The canal enterprise is considered of public utility.

ART. 26.—The contract, which takes the piace of the decrees of the law 33 of the 25th of May, 1876, and the clauses of the course; shall be submitted to the

approbation of the President of the Union and the final approbation of the National Congress for its constitutional effect.

In which faith those present sign in Bogotá this 20th of March, 1878. EUSTORJIO SALGAR. LUCIEN N. B. WYSE.

-The President of the Union, AQUILEO PARRA The Secretary of the Interior and Foreign Relations, EUSTORJIO SALGAR.

CINCINNATI'S MUSIC FEST.

SOME FIGURES ABOUT THE QUEEN CITY'S HARMONIES WHICH COMMINCE TO-DAY-THE CHORUS, THE ORCHESTRA, THE SOLOISTS

The preparations for the Cincinnati music jestival of 1878 are now complete or as nearly so as they can be made before the orchestra and chorus shall occupy the stage and the manager, Mr. Theodore Thomas, assume the baton for the performance to commence.
THE PERST PERFORMANCE

is to take place Tuesday night, the 14th, and is to be directed particularly to the dedication ceremonies of the new music hall. On this occasion the new organ will be brought into requisition to its full capacity, as will also the chorus of over seven hundred voices and the orchestra of 100 instruments brought here by Mr. Theodore Thomas.

Being in the nature of a dedication the music pro vided for the occasion is of a special order, and fo the most part a festival ode, written and composed for the occasion by Mr. Otto Singer, the leader of the cnorus, in which the greatest opportunity is given to that leature of the festival as well as to the magnifi-

The complaint among many of our best musicians here, and the programme itself seems to justify it, is that the chorus and the organ are both to be neglec in a measure to bring out more prominently the quali-Mr. Thomas' orchestra. This may seem to be merely a local jealousy, but the fact should be borne in mind that the leatival and the magnificent hall in which it is to be held are both the result of local pride. The city of Cincinnati not only originated the scheme of having a May music testival annually, but it was also ready and willing to undertake the expense on a liberal basis, and also to furnish trained musicians of the best quality to hold their parts in the entertainment.

THE CHORAL SOCIETIES
Who take a part in the music festival are eight in

-Making in all 727 voices in the chorus.

This body of trained singers, who have spent months in practice, under efficient teaching, and which embraces in its numbers all the noted choral societies of the city, and, indeed, several surrounding

societies of the city, and, indeed, several surrounding cities, should be and will be one of the marked foatures of the week's entertainment.

THE SOLOISTS

who have been engaged and are aiready in attendance are, for the greater part, those of world wide reputation. Mme. Eugenie Pappenheim, Mrs. Osgood (who came from Engiand especiality) to sing in this festival), Miss Roliwagen and Miss Heckie make up the list of soprani; Miss Anna Louise Cary and Miss Emma Cranch as controlit; Mr. Cuarles Adams and Mr. Christian Fritsch as tenors; Silnor Paglispietra as baritone, and Messra Myron W. Whitney and Frang Remmeriz bassos.

The orchestra is composed of 106 members of the Phiharmonic Society of New York, and is led by Theodore thomas. They have been here for the last five or aix days, and all agree in pronouncing the new muse chall the most perfect of its kind in the country.

The grand organ will be presided over by Mr. George E. Whiting, of Boston, who has been organist of the country have been engaged to remain here during the coming summer season, and will give weekly organ concerts in the new hail.

Some idea of the cost of the undertaking may be

the English organ bunder. It consumers as the state of th

6,706 pipes.
The organ in the Cathedral at Ulm is one of the largest and finest in the world. It is the time of the

G.705 pipes.

The organ in the Cathedral at Uim is one of the largest and finest in the world. It is the joint work of Walcker, of Ludwigaburg (the builder of the Boston Music Hait organ) and Schuiz, of Paulinzella, near Erfurt, who shares the reputation with Walcker, of being the best of German organ builders. It occupied the time from May, 1854 to October, 1856, in building. It contains 6,564 pipes and 100 stops. The cost of the instrument was about 28,000 horins—\$11,200.

The Marien Kirche, in Lubick, consains a famous old organ, originally built in 1518. A new inside was put to it a few years ago by J. F. Schuize, a German builder. It now has eightly-two sounding stops.

The Boston Music Halt organ has ranked as the largest instrument in America. It was built by E. Walcker & Son, of Ludwigaburg, Wartemberg; begun in 1857 and finished in 1863. The cost of the instrument proper was about \$50,000, and \$20,000 additional were expended on the case. It is about forty-seven icet in width, and the two projecting central towers are sixty feet high. There are eightly-nine stops, 5,474 pipes, toliteen combination pedals, and twelve couplers. There are six large bellows, which gather the wind into a reservoir naving a capacity of 400 cobic feet; seventeen pairs of bellows are used as distributors. The motor is a ten horse power steam engine.

The organ next in size to the Boston Music Hall

distributors. The motor is a ten horse power steam engine.

The organ next in size to the Boston Music Hall organ is the one built by E. & G. G. Hook & Hastings for the Cathedrai of the Holy Cross, in Boston, and opened on February 23, 1876. The organ contains nearly two thousand more pupes than the great Plymouth Church organ of Brooklyn, which, up to the time of the building of this was the largest organ ever built in this country. It fills the whole width of the gallery, 40 feet; has a depth of 25 feet, and a height of nearly 50 feet.

by Hook & Hastings, of Boston, has Cincinnate Music Hait. It was but The cost was \$26,000. This is its re-	it in dv	e mont
(프로마의 12일 N.H. 다리 14일 N.H. (12일 일 2 )	Slops.	In
Great	. 22	2.1
Swell	. 19	1,7
Choir		1,7
Sulo	. 6	- 1
Pedal		

## GLOVERSVILLE.

Difficulties Under Which American Glove Makers Labor.

IGNORANCE IN THE CUSTOM HOUSE

The Government Swindled and Native Industries Ruined.

SECRETS OF THE GLOVE TRADE REVEALED.

How Superior Skill and Machinery Are Rendered Use ess.

GLOVERSVILLE, May 9, 1878. A few miles north of Fonds, on the New York Cen. trel Railroad, are two manufacturing places, called Johnstown and Gloversville, where seven-eighths of the population are engaged, either directly or indirectly, in the manufacture of gloves and mittens. So trade that not unfrequently you will be asked whether you want any trimmings with your ten or coffee, they eaning sugar and milk. But, seriously, the 14,000 inhabitants of these two places deserve credit for the hard struggles they are undergoing against the most tremendous odds I have yet met with in the manuhave I seen manufacturers and laborers adapt them. seives to the demands of circumstances, forced upon them, as they claim, by outside influences over which they have no control. These men know how to make as good a glove as there is made anywhere in France, and yet they do not make them to any large extent, because they cannot compete with the imported article. They couling themselves, therefore, to the com-mon grades and those riding gloves which are manufactured at prices low enough to injure the importa-tion of the English made glove. As the French kid glove is, however, the one most soid in our large cities, my investigations led me to inquire principally as to the reason why most of their labor was not expended upon their manufacture. They assured me that, do what they might, the importers at New York would beat them every time in the race for securing

was informed, by the ignorance which prevails at the New York Custom House, where the appraisers, it is charitably believed here, do not know the difference between lambaking A. 1 and kid No. 1. A man who has been manufacturing gloves in France, and who is now engaged in the same business here and looked upon as an expert by the entire brotherhood, puts down the difference in price between the two kinds of material at thirty per cent, kid being at all times worth that amount more than lambskins. He charges that most of the gloves imported are invoiced as duty is paid on the lower invoice. Positive inquiries have been instituted by the Gioversville manufac-Cranch 'as contraits; Mr. Charles Adams and Mr. Christian Fritsch as tenore; Silmor Tagilapietra as baritone, and Messra Myron W. Whitney and Frank Remmeria bassos.

The orchestra is composed of 106 members of the Philiarmonic Society of New York, and is led by Theodore Inomas. They have been here for the last five or six days, and all agree in pronouncing the new mas chall the most perfect of its kind in the country. The grand organ will be presided over by Mr. George E. Whitnig, of Boston, who has seen organist of the celebrated Boston organ for several years. Mr. Whiting has been engaged to remain here during the coming summer season, and will give weekly organ concerts in the new hall.

Some idea of the cost of the undertaking may be had from the following items:—

Mr. Theodore homas is paid \$5,000 for his services. His orchestra receive besides \$5,000 making \$13,000 for the orchestra and leaster.

Mm. Pappenheim Miss Cary and Miss Osgood receive \$1,000 each.

Signor Tagilapietra and Mr. Whitiney are said to receive \$1,000 each.

Mr. Whiting, the organist, is to receive \$1,000 for his services.

These tour terms of expense amount in the aggree and on when it of undertaking.

These tour terms of expense amount in the aggree gate to \$20,000 of themselves, and a number of the socients are not enumerated, as well as the cost of infining and caring for the hall, printing oills, aiveritiesing and the thousand indicental expenses that unvolved by the said of lambskins. The retailer is thus expenses, and a number of the socients are not enumerated, as well as the cost of infining and caring for the hall, printing oills, aiveritiesing and the thousand indicental expenses that the forties of the manufacture between constituting and caring for the hall, printing oills, aiverities of the cost of the manufacture states the paper and the days age at a member of the socients are not enumerated, as well as a the cost of the member of the socients are not enumerated, as well as the cost of the produce of the member of the s turers at the New York Custom House and it was as certained that the average glove invoice entered dur-

"How is it possible for you to soil this glove at such a price?" when the loquacious salesman frankly replied:—
"That is the way we have of importing."
No fault is found bore whatever with the tariff as it exists, neither is any demand made for more protection, but found and serious are the complaints against those who examine and appraise the goods. No sayman can possibly know the difference between these two skins, no more than he can between some sneep and dog skins when were shown me in the various factories. Probably the appraiser is not so much to blame after all, as some manufacturers nero acknowledge to me that many of their own customers who for years have been in the trace are irequently deceived in the selection of goods, and yet there is a material difference in prior—a matter of some moment when the law requires the duty to be paid ad valorem only.

AMERICAN MANUFACTURES.

acknowledge to me that many of their own consoners who for years have been it too trase are irrequently deceived in the selection of goods, and yet there is a material difference in price—a matter of some moment when the law requires the duty to be paid at valorem only.

\*\*Marking and the manufacturers stendily to reduce the cost of their gloves, that nowhere has sabor met with such a learning reduction as in this very glove district, a movement to when they have been driven by the axioty to compete with the foreign article. Most of the continuous govers are cut on the block, and continuous govers are continuous govers. The continuous govers are continuous govers are continuous govers and continuous govers are continuous govers. The manuer in the continuous govers and government govers and government go

them to produce a finer color. A glove of peculiar American manufacture is one made of the skin of the antelops caught on the Plains, and this glove appeared to me the nearest approach to the French article. But even the majority of the commoner grades of driving and other gloves are made of imported material, the manufacturers paying a duty of twenty percent on the dressed skins.

Notwithintanding the heavy sales of foreign gloves in New York, however, it is well to remember that a large number of gloves sold in Broadway and the avunes are made to this place.

ATTENTION, LADIER.

There is also a neculiarity of mixing gloves in the dozen, not characteristic of American manufacture at all, but copied from the Frence, who originated the trick, to which it is well especially to call the attention of lady purchasers of gloves, as they have the time and inclination to select carefully whatever they buy. Each grade of glove, I am informed, has its Nog. 1, 2 and 3, No. 3, the worst of the lot, has perhaps only two good pair in the entire dozen, while No. 2 has about four pair, &c. The importance of selecting gloves carefully before purchase becomes, therefore, obvious.

BUSINESS TROUBLES.

BANKRUPTS' PETITIONS -PROCEEDINGS BEFORE

A petition in bankruptcy has been filed against Abraham S. Jewell, Stephen D. Harrison and Cornehus D. Van Wagener, composing the firm of Jewell, Harrison & Co., produce mercuants, of No. 27 Water street, by eleven creditors, and an order to show cause why they should not be adjudicated involuntary bank-rupts has been lessed, returnable on Saturday next. The claims of the positioning creditors aggregate \$145,718 15, and are as follows:-Jacob Van Wagener, \$114,345, of which \$66,905 98 is for money loaned or open account, and the balance is on notes; Importers and Traders' National Bank, \$16 337 22, for seven notes discounted; Peter Bontley, \$5,793 75, for unpaid balance of a promissory note; Henry Demarest, \$4,763 19, on two notes; Hine & Co., 1.844 14, to goods sold and delivered; Louis H. rehoonmaker. \$337; Stephen R. Post, \$360; Marples & Shaw, \$800; Coigate & Co., \$296 85, all for merchandise.

Patrick Fox has been adjudicated an involuntary bankrupt on the petition of six creditors whose claims aggregate \$11,137 47, as follows:-Thomas Fox, \$5,000; Etien O'Restly, \$4,000; Heary McGucken

claims aggregate \$11,137 47, as follows:—Thomas Fox, \$5,000; Etien O'Renity, \$4,000; Renry McGucken, \$487 47; J. H. Cofeman, \$650; Ann O'Neill, \$500; O'Renity Brothers, \$500.

John Lawrence, mouiding mill, at First avenue and Thirty second street, has gone into voluntary bankrupicy before Register Alien. His labilities amount to about \$25,000.

Riley A. Brick, of the late firm of Campbell, Brick & Go., manufacturers of pipe at No. 112 Leonard street, has been adjudicated a voluntary bankrupi at Bricksburg, N. J. The firm was dissolved on April 1, 1878, Mr. Brick returning, but the business was continued by the remaining pur-ners, Robert and William W. Campbell, The firm was originally Riley A. Brick & Go., but they suspended in January, 1875, with indifficulty suspended in January, 1875, with indifites of \$80,000. Mr. R. Gampbell, who is the steplature of Mr. Brick, and who is very wealthy, came to his rescue, and the firm of Campbell, Brick & Go. was organized, which agreed to pay the indebtedness in full, with interest, in notes at six, nine, tweive and fifteen months. Mr. Brick has had several large public contracts, one of winch was to supply the pipes for the Feerskill Waterworks. The town of Bricksburg was named to an involuntary bankrupt on the petition of ourteen creditors, whose claims aggregate \$75,553 95, the largest being held by Diego up Castro & Go. for \$75,283 95. The act of bankruptcy was on a bill of exenange for \$12,000 gold drawn upon the bankrupt of V. M. Vengoheches.

S. S. Fisher. Among the claims passed were the following:—Decring, Millikon & Co., \$4,028 62; Lewis, Brothers & Co., \$4 424 54; Woodward, Lawrence & Co., \$3,558 26; Wright, Blies & Fauyan, \$4,664 40; Hasichura & Brother, \$2,652 90; Faulkner, Page & Co., \$2,302 61; John Slade & Co., \$2,910 18; Woodward, Baidwin & Co., \$3,358 61.

The creditors of Solomon Rich held a meeting yesterday at the office of Register Allen, and Joun H. Platt was appointed assigned in bankrupicy.

In the Court of Common Pleas there was flied yesterday the schedules in the matter of the assignment of James S. Taylor and Demosthenes Procopuac to Charles U. Saxe and Samuel Rayner. The habitities amount to \$37,326 68, pointal usesse to \$22,035 56 and real assets to \$16,631 06. The bond is flied at \$15,000.

TROUBLE OVER A RECEIVER. A motion was neard yesterday before Judge Choate,

case of Rester, Wormser & Kingsbury, clothiers, No. 458 Broadway. Ex-Judge Cardoze and Mr. Newcomb case of Keiler, Wormser & Kingsbury, clothiers, No. 455 Broadway. Ex-Judge Cardoze and Mr. Newcomb appeared for the bankrupt Keiler, Mr. Blumen, stell for the politioning creditors, and Mr. Regensberger for Mr. Free Lewis, who had been appointed receiver to the bankrupts' estate. The motion was to vacate or modify the injunction granted by Judge Choate in the bankruptcy proceedings, restraining the receiver, Mr. Lewis, from entering upon possession of the property. A number of affidavits were read, setting forth the pecuniary condition of the bankrupts and the relation that the bankrupt Keiler bere to the estate. The most remarkable of these affidavits was that of Alfred M. Sheppard, of the firm of Marsh & Wallis, which was read by Mr. Lewenbier, which set forth that the bankrupt Kingsbury presented to him an order purporing to be from Judge Donobue, which was unsigned, and that Mr. Marsh went before Judge Donobue and made this technical objection, but said that he should like to be heard on the merits; that the was released the hearing; that afterward Mr. Joseph H. Choate presented the petition of creditors opposing the appointment of the receiver, Lewis; that those crositors represented \$115,000 of the \$126,000 of indebtedness; and that Judge Donobue required to hear Mr. Choate. That an injunction order remote to hear Mr. Choate. That an injunction order irom the Bankruptcy Court was obsideed and served upon the counsel for Keiler; that ex-Judge Cardinzo stated to Judge Donobue that he did not ask Judge Donobue to sign the order for receiver until the bankruptcy Court was obsideed and served upon the counsel for Keiler; that ex-Judge Cardinzo stated to Judge Donobue that he did not ask Judge Donobue to sign the order for receiver until the bankruptcy that time, Judge Donobue signed the order appointing Mr. Free Lewis the receiver.

The argument in the case will be continued this alternoon at three P. M.

## AMERICAN POPULAR LIFE.

Authority was yesterday given by Judge Denchue to E. J. Lawrence, receiver of the American Popular the funds in his possession. Mr. Lawrence states in his position that he has realized about \$43,500 apart from \$100,000 in the hands of the Insurance Superintendent; that on the reserves on the politices of the company there how remains due about \$420,000, and that the death claims proved prior to the absolution of the company amount to \$100,000. Mr. Clifforn A. R. Bartiett was appointed referee, and the order directs that all camps against the company must be sent in either to Mr. Lawrence or Mr. Bartiett before the 1st of December Bext.

TARRYTOWN BANK AFFAIRS.

An auction sale of land to benalf of the broken Tarterday, was postponed without date, because of an action brought by S. Emberson, a real estate and insurance agent, to establish a half ownership to the land. The land in question came to the bank from ex-Presiden Reddiels. At the beginning of the bank's trouble Reddiels. At the beginning of the bank's trouble Reddield made it over in part adjustment of his due to the bank to Director Wilson. Atterward Mr. Will sea deeded it to the receiver.

## THE VOSBURGH TRIAL

A Baptist Minister Accused of Poisoning His Wife.

COMPLAINANTS TESTIMONY.

Scenes in the Hudson County Over and Terminer.

The trial of Rev. George B. Vosburgh, paster of the Bergen Baptist Church, on Madison avenue, Jersey City Heights, for an alleged attempt to posson his wile, was begut yesterday morning in the Hudson County Over and Terminer beioro Judges Kuapp, Garreteon, Qualle and Brinkerhoff. The court room of the congregation of the Bergen Baptist Church being among them. Mrs. Hattie E Vosburgh, the wife of the accused, occupied a seat within the railing, some distance from her bushand. She was attired in a suit of dark green silk and a neat dark hat. Near her sat Miss Ida Vosburgh, sister of the the Second Universalist Church, Jersey City. Ameng the clergymen present were Rev. Hiram Eddy, D. D. of the First Free Union Church; Rev. J. B Foulks of the Emory Methodist Episcopal Church; Rev. George K. Allen, of the North Baptist Church; Rev. Dr. MacCiymont, of this city, and Rev. Dr. Petus, o

The accused pastor was dressed in a suit of black He appeared at ease, and during the cross-examination of the first witness once or twice smiled at the abrup and humorous manner of h a examining counsel. He was represented by ex-Governor Joseph D. Bedie and ex-Senator Charles H. Winflold. He occupied a seat between them, and behind him sat his bondsmen. ex-Mayor Charles Seidler and William Robinson,

The Court opened at half-past ten, and District

ex-Mayor Charles Soldier and William Robinson.

The Court opened at half-past ten, and District Attorney Alexander T. McGill, who is essisted in the prosecution by Attorney General Stockton, at once moved the trial of the indictment against Mr. Vosburgh. Each side were allowed six challenges. The delease challenged three jurors and the state six. A jury was selected in three quarters of an hour.

Mr. McGill opened for the State. He referred to the sacredualing of the defondant, whose protession places him above a trial like this. It explained that the Grand Jury had, after great deliberation, unanimously agreed to order the presentment. George is. Vosburgh became acquainted with Hattle E. Sickies while he was at college in Stuyvesant, New Yors, and soon after married her. He had long destred that a child might be born to bless the union; but as the expectations were never realized his temper soured toward his wile through this unfortunate circumstance. He did not hes tate afterward to accuse her of majpractice. The delendant was twenty-cight years of age and his wile thrity. While in this relation to cach other they moved to Jersey City, where the defandant obtained the pastorate of the Bergen Baptist Church. A year ago Mrs. Vosburgh became suddenly his siter having taken a glass of lemonade prepared by her husband, and from that time until February of the years also was acused and a custivoyan called in. The latter was dismissed and Br. Cornell, a hommopathic physician, was called in. The latter, finding the lady growing no better, suspected that some powerful drag was being used to counteract the medicine. In rebruary Mr. James A sickies came from Stuyvesant to visit Mrs. Vosburgh, his sister.

bokeruptcy was on a bill of exchange for \$12,000 gold draws upon the bakerupt by the firm of J. A. Obrego & Co. of Bogóla, in layor of V. M. Vengohe-chos.

James S. Pettus has been adjudicated an involunt tray bankrupt on the petition of loar oreditors, whose the background of the petition of loar oreditors, whose the background of the petition of loar oreditors, whose the background of the petition of loar oreditors, whose the background of the petition of loar oreditors, whose the background of the petition of loar oreditors, whose the background of the petition of loar oreditors, a large part being for money found. He has no assets.

Joseph S. Taussig has gone into voluntary bankruptory on the background of the petition of the background of the petition of loar oreditors, a large part being for money found. He has no assets.

Joseph S. Taussig has gone into voluntary bankruptory and the theory of the petition of the petition of the petition of the petition will be granted. His labilities and the load of the petition of the petition of the petition will be granted. His labilities amounted to \$112,000.

Ack inder furthman made application to Rogister Rectaum for his desired promoback proportion of the petition Vosburgh's study and in a coat souttle small pieces of white paper, such as druggists use for wrapping appowders; whatever was taken by Mrs. Vosburgh from the witness or his wife she retained on her stomach and said that it tasted different from what her husband gave her; Mr. Vosburgh irroquently remarked that his wife would die; on February 21 Mr. Vosburgh said to the witness; and Mr. Sickies, "Now it is your turn to sit up with Hattle to-night. Watch her very close, because I think she will pass away. I have seen so many people die, I know. It she docen't die to-night she will to-morrow; she will soon be ready for you to take home—in a box." Before taking steps for Mr. Vosburgh's prosecution the witness such as consulted the District Autorney and his cousin, E. B. Shaffer, a lawyer, residing at No. 143 West Forty-third street, in this city; on the 19th ne, with his wife, took charges of Mrs. Vosburgh and from that day she nogen to improve; what Mr. Vosburg prepared was thrown out and food was prepared by Mrs. Sickies and secreted in the ciotnes of herself and witness and surgiced into the sick chamber; by the 25th she had recovered sufficiently to cet up.

Ex-Senator Windied cross-examined the witness but elicited nothing new. The counsel's steniorise tones and abrupt manner sovers! times configsed the witness so that Autorney General Stockion, addressing the Court, said:—"We will not attempt as objection to this extraordinary cross-axamination, but will comment on it is summing up."

Mr. Windied eroid.—"We will not attempt as objection to this premature piece of information."

The cross-examination had not been finished when the Court adjourned at loar o'clock until this morning.

AUNT PHŒBE'S BENEFIT.

The prisoners pumberes eleven as the Judge's eye ran along the array, and they were all black as crows could be. There were venerable aunties in the throng muslin and ribbons, with a very liberal ingredient of spruce males in imposing collars and ribbed water-coats. They had all been essured by Officer Heazie and some assistants from No 56 Phompson street,

coats. They had all been essured by Officer Hearic and some assistants from No. 56 Thompson street, where it was alleged they were indulging in orgies of a cuaracter so noisy that even that heighborhood took umbrage at it.

"They were all noisy and sassy," quoth the complainant, "but this one here, John Henry, is the worst."

The arch offender was at once summoned before judge Murray, who was about administering to him a special and personal reproof when he vouchssied an exchanation.

"T'want in no fight," said John Henry, and be glared defiantly at the officer, "twas only in a dumplin' party," "Twis all John Henry, and be glared defiantly at the officer, "twas only in a dumplin' party," "Twis all John Henry, and be glared defiantly at the officer, "twas only in a dumplin' party, "I head to save the call it does not not exceed the call to do the same defiantly and indoor seventy, i jedic, an' she call foot it roun' quite so says as she used ter. A few culting gemmon an' indies inno a meetic arc quity for the party in and the property of the party in an analysis of the party in a distribution of the party in a distribution of the party in a distribution of the party in a save incentive and the party in a save incentive and the party in a save in a save in the party in

CUSTOM HOUSE NOTES.

United States Commissioner Davenport had a numbor of cases of alleged excessive charges and commissions at the Custom House referred to him to take Reddield. At the beginning of the bank's froubles leaded made it over in part adjustment of his does to the bank to Director Wilson. Afterward Mr. Will-sea deeded it to the receiver.

BY NO MEANS INSANE.

To the Editor of the Herald :—

In a letter published in the Herald on Friday last from your correspondent at Cohoes an intimat on is made that I am "a confirmed lunatic." Will you be se kind as to state that this intimation is solvirely out of place, as I am as sene as any man in the community, and hope atways to remain so?

E. E. KILBOURN,

missions at the Custom House referred to him to take missions at the Custom House referred to him to take missions that the Custom y and report upon existing facts. Assistant testimony and report upon existing facts. Assistant testimony and report upon existing facts. Assistant the Custom y and report upon existing facts. Assistant testimony and report on the subject with the fact upon proportion that so far there is very little in the slight to in a lew days. Mr. Davenport has expressed the solvent proportion that so far there is very little in the slight to in a lew days. Mr. Davenport has expressed the solvent proportion that so far there is very little